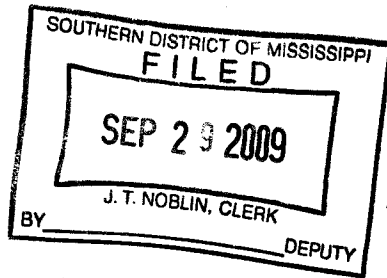


IN THE UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF MISSISSIPPI  
JACKSON DIVISION

JAMES B DAWSON

VS



PLAINTIFF

CIVIL ACTION NO. 3:09CV0587WHB-LRA  
"Jury Trial Demanded"

JOHN POTTER, Postmaster General,  
UNITED STATES POSTAL SERVICE,

DEFENDANT(S)

**COMPLAINT**

COMES NOW, plaintiff, JAMES B DAWSON, pro se, and for cause of action against the defendant(s) JOHN POTTER, Postmaster General, UNITED STATES POSTAL SERVICE, would state:

**JURISDICTION**

The reason I am bringing this matter to Federal Court is because I have exhausted all other means of resolving this matter. The matter I am referring to is "having my original EEOC case (no. 380-2005-00010x and agency no. 4E-980-0145-03) brought back to court due to a breach in the settlement agreement dated august 31, 2006. that the defendant (UNITED STATES POSTAL SERVICE) and myself (the plaintiff) had..

I,

James B Dawson (plaintiff) am a adult resident citizen of the county of Madison, State of Mississippi.

John Potter, Postmaster General, UNITED STATES POSTAL SERVICE (defendant).  
Is an independent agency of the United States Government.

**FACTS**

1. On page 4 in the settlement agreement.(original EEOC case no. 380-2005-00010x and agency no. 4E-980-0145-03) that the defendant (UNITED STATES POSTAL SERVICE) and myself (the plaintiff) had. dated; August 31, 2006. it clearly state's "any debts that Mr. Dawson currently owes the post office shall be cancelled.(attachment A). the defendant breached that agreement buy taking money (some where around 200 dollars each paycheck) right out of my first 2-3 paycheck that I received once returning to work.

2. The defendant caused myself and my family undue hardship. Because of the breach, my first

2-3 paychecks showed around 200 dollars less than what they should have shown, And that caused me to lose the only safe, one story place that was willing to rent to me if my debt to income ratio would have fallen in there guideline's. if the defendant had not breached the agreement then my paychecks would have shown that I was making 400 dollars a month more than what they did show. That caused them not to rent to me.

3. The defendant caused myself and my family undue hardship. Because I was not able to take custody of my son as me and my ex-wife had planned. (because of unsafe living environment. see attachment "B".)

4. I myself had to live in an unsafe living environment,

5. I had to live in my car for almost 6 weeks before I got a place to live and it was in a high crime area.

6. I lost four years of quality time with my son due to the defendant, prior to the settlement and continued to lose another two years due to the defendant breaching the settlement agreement.


7. I also endured physical pain and am still enduring some of these hardships and pain today because of the breach. The place I finally was able to rent was on the second floor. That was hard on my knees, (my knees are one of my disabilities)

When I notified the defendant in writing of the breach, they promised me this matter would be handled swiftly and in a timely manner, that was not the case. And according to the code of federal regulation, title 29 sec. 1614.504 (see attachment C) once a written notice of the breach has been given to the agency. if in 35 days the complainant is not satisfied with the agency's attempt to resolve the matter the complainant can file to have the original complaint reinstated for further processing from the point processing ceased. I have filed an appeal soon after the 35 days had passed. I called the EEOC several time trying to keep track of my appeal. 19 month's later the EEOC ruled in favor of the defendant and I put in for a reconsideration with the EEOC and it was denied. That is, why this matter is being brought in Federal Court.

#### RELIEF

I the plaintiff am seeking an award of 1,500,000.00 (one million five hundred thousand dollars) for compensatory damages to make me whole again for physical and mental harm I have suffered as a consequence's of this breach, or that the EEOC complaint be reinstated for further processing from the point processing ceased.

Respectfully submitted, this the 28<sup>th</sup> day of September, 2009

  
Plaintiff

JAMES B, DAWSON  
P.O. BOX 1514  
JACKSON, MS. 39215  
(404) 644-7595

CERTIFICATE OF SERVICE

I HEREBY CERTIFY THAT A COPY  
OF THE FOREGOING WAS MAILED TO  
THE UNITED STATES POSTAL SERVICE

NEEOISO - Appeals  
US Postal Service  
P.O. Box 21979  
Tampa, FL 33622-1979

09-29-2009  
Date

James Dawson